# VORYS

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July 30, 2008

Part I

Ms. Reneé Jenkins Secretary, Public Utilities Commission of Ohio 180 East Broad Street, 13th Floor Columbus, Ohio 43215-3793

> RE: Case No. 08-1017-TP-CTR Buckeye Telesystem, Inc. Approval of 30 Contracts

Dear Ms. Jenkins:

Please find attached an electronic copy of a completed Telecommunications Application Form and 30 contracts between Buckeye TeleSystem, Inc. and 30 End Use Business Customers. Pursuant to the Commission's policy, we have redacted the name, address and any other information which might identify the customers. These contracts are for switched services. Also enclosed is an affidavit of Thomas K. Dawson.

If you have any questions, please feel free to call me. Thank you in advance for your cooperation.

Sincerely yours,

/s/

Stephen M. Howard Attorneys for Buckeye Telesystem, Inc.

SMH/jab Enclosures cc: Thomas K. Dawson

WASHINGTON

1828 L St. NW Eleventh Floor Washington, DC 20036-5109 202.467.8800 CLEVELAND 1375 East Ninth St. 2100 One Cleveland Center Cleveland, OH 44114-1724 216.479.6100 **CINCINNATI** 221 East Fourth St. Suite 2000, Atrium Two PO Box 0236 Cincinnati, OH 45201-0236 *513.723.4000*  ALEXANDRIA 277 South Washington St. Suite 310 Alexandria, VA 22314 703.837.6999 AKRON 106 South Main St. Suite 1100 Akron, OH 44308 *330.208.1000*  The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS (Effective: 09/19/2007)

(Pursuant to Case No. 06-1345-TP-ORD)

In the Matter of the Application of Buckeye TeleSystem, Inc. )	TRF Docket No. 90- 9037 - 7	<u> TP-TRF</u>
to approve certain contracts ) ) ) )	Case No. <u>08</u> - <u>1017</u> - <b>TP</b> NOTE: Unless you have reserved a leave the "Case No" fields BLANK.	Case # or are filing a Contract,
Name of Registrant(s) Buckeye TeleSystem, Inc.		
DBA(s) of Registrant(s) Buckeye TeleSystem		
Address of Registrant(s) 5555 Airport Highway, Suite 110 Toledo, Ohi	<u>o 43615</u>	
Company Web Address www.buckeyetelesystem.com		
Regulatory Contact Person(s) Thomas K. Dawson	Phone <u>419-724-9802</u>	Fax <u>419-724-7074</u>
Regulatory Contact Person's Email Address tdawson@buckeye-telesyste	em.com	
Contact Person for Annual Report Thomas K. Dawson		Phone <u>419-724-9802</u>
Address (if different from above)		
Consumer Contact Information Lauri Christy		Phone <u>419-724-3866</u>
Address (if different from above) 4818 Angola Road Toledo, Ohio 4	<u>3615</u>	
Motion for protective order included with filing? 🗌 Yes 🖾 No		
Motion for waiver(s) filed affecting this case? $\Box$ Yes $\boxtimes$ No [Note: W	Vaivers may toll any automatic	timeframe.]

# Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. *CMRS providers: Please see the bottom of Section II.*

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at <u>www.puco.ohio.gov</u> under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

<b><u>Carrier Type</u></b> Other (explain below)				AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	TRF 1-6-04(B) (0 day Notice)	TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area,	ZTA 1-6-04(B) (0 day Notice)	ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	ATA 1-6-04(B) (Auto 30 days)	ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	ATA 1-6-04(B) (Auto 30 days)	ATA 1-6-04(B) (Auto 30 days)		
Business Contract	CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)		
Withdrawal	ATW 1-6-12(A) (Non-Auto)	ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	TRF 1-6-05(E) (0 day Notice)	TRF 1-6-05(E) (0 day Notice)		· · · · · · · · · · · · · · · · · · ·
Residential - Introduce New Tariffed Tier 2 Service(s)	TRF 1-6-05(C) (0 day Notice)	TRF 1-6-05(C) (0 day Notice)	TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	TRF 1-6-05(E) (0 day Notice)	TRF 1-6-05(E) (0 day Notice)	TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I - Part II - Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	ATA 1-6-09(C) (Auto 30 days)	AAC 1-6-10(F) (0 day Notice)	CLECs must attach a c Exchange Listing Form	"你不能是你的,你不能能不知道你的是你的你们的?""你不能不能的?"
Abandon all Services - With Customers	ABN 1-6-11(A) (Non-Auto)	ABN 1-6-11(A) (Auto 90 day)	ABN 1-6-11(B) (Auto 14 day)	ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		☐ ABN <i>1-6-11(A)</i> (Auto 30 days)	ABN 1-6-11(B) (Auto 14 day)	ABN 1-6-11(B) (Auto 14 day)
Change of Official Name	ACN 1-6-14(B) (Auto 30 days)	ACN 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Change in Ownership	ACO 1-6-14(B) (Auto 30 days)	ACO 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice) (
Merger	AMT 1-6-14(B) (Auto 30 days)	AMT 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate	ATC 1-6-14(B) (Auto 30 days)	ATC 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business	ATR 1-6-14(B) (Auto 30 days)	ATR <i>1-6-14(B)</i> (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	TRF (0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)

# All Section I applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s).

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
С	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

## Section II - Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC			
Interconnection agreement, or	🗌 NAG	🔲 NAG			
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)			
Request for Arbitration	🗌 ARB	🔲 ARB			
	(Non-Auto)	(Non-Auto)			
Introduce or change c-t-c service tariffs,					
		(Auto 30 day)			
Introduce or change access service	🔲 ATA				
pursuant to 07-464-TP-COI	(Auto 30 day)				
Request rural carrier exemption, rural					
carrier supension or modifiction	(Non-Auto)	(Non-Auto)			
Pole attachment changes in terms and					
conditions and price changes.	(Non-Auto)	(Non-Auto)			
			NAG		
CMRS Providers See 4901:1-6-15	[Registration & Change in Operations]		[Interconnection Agreement or Amendment]		
	(0 day)		(Auto 90 days)		
Other* (explain)					

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

# **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, <u>Buckeye TeleSystem, Inc.</u> (Name)

, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 7-23-08

at (Location) \_\_\_\_\_\_ Toledo, Ohio

\*Signature and Title Grown K. Cant (Date) 7-23-08 Vice President

This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

# **VERIFICATION**

I, Thomas K. Dawson

verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

aura Vice President \*(Signature and Title)

(Date) <u>7-23-08</u>

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

## **AFFIDAVIT**

STATE OF OHIO ) ) ss: COUNTY OF LUCAS )

I, Thomas K. Dawson, Vice President of Buckeye TeleSystem, Inc. being first duly sworn, state under oath that the total price of each contract submitted in this filing exceeds the total cost of regulated services under this same contract or contracts in this filing.

um K. Jews-

Thomas K. Dawson Vice President

Sworn and subscribed before me in my presence this 28<sup>th</sup> day of July 2008.

Kenny Kay Pernie Notary Public ()



PENN WAAC OPENNINESION expires 05/23/12. Notary Public, State of Ohio My Commission Expires 05-23-2012



Date

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Tax Exempt: No

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Schedule	Attached	Term
Switched Local Services	X	36 Months
National/Long Distance Services	X	36 Months
Facility Transport and Lease Space Services		
Internet Access Services	Х	36 Months

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at

# Switched Local Service Schedule



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Ż	\$	(109.75)	\$	(109.75)		
		5 \$	5 \$ 21.95		5 \$ 21.95 \$ 109.75	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Resurring Charges for Services and any increase in direct

and/or third party expenses to provide Service to the Customer <u>Equipment</u>: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS. This paramath is not a warranty.

UPS. This paragraph is not a warranty. UPS. This paragraph is not a warranty. E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CALL IS THE AUTHORIZED THAT MOVEMENT OF THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION. WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO EMERGENCY 911 SERVICE.

By Initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them, Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.



## Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

( ) and is not for resale

	Service is to be solely consumed by the commercial business (end user) and is not for require
Authorized	Di tarra Santica provided via a Special Access Circuit.
<u>Dedicated</u> <u>Demarcation</u>	Point at which the service provider network ends and connects with the wiring/distribution at the
<u>FX</u> <u>Line</u>	Customer premise Foreign Exchange is a number foreign to a central office and is not provided E-911 service Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
<u>Monthly Recurring Charges</u> MTS <u>S</u>	Monthly Charge for Service Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
<u>POP</u> <u>Schedule(s)</u>	Point-of-Presence for Interexchange Carrier Services Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
<u>Service(s)</u>	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Locar via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
<u>Service Equipment</u> <u>Service Order</u> <u>SPAM</u>	Any company provided equipment for the purpose of providing service. Physical document that describes the services purchased and to be billed to customer. Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
<u>SPIT</u>	not specifically opted of chosen to receive the Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
<u>Special Access</u> <u>Station</u> Switched	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point. Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service Long Distance Service provided in conjunction with Local Voice Service
<u>Switch-less</u> <u>Trunk</u>	Long Distance Service provided without Local Voice Service Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Dervices. Services may generally be described as failled (1966 No. 2, 6, 4, 6, M. 66 No. 1-1, 2-1) and information services, which may be custom designed to meet unique customer Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an

advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs. Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment

through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional. Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal

Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in

accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its trialing and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Is a value and binding obligation of output, construct and the party shall be liable to the other for any loss or damage which may be suffered by the other <u>Force Majeure</u>: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's party, or for any failure to perform its obligations under the Agreement to the extent that such damage of power supplies, flood, drought, lightning or fire, strike, lockreasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lockreasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lockreasonable control including without limitation any act of God, inclement weather, highway authorities, public telecommunications operators or other competent authority, out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

<u>Claims</u>: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and <u>Claims</u>: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or third party, or the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, intentional act or omission of the indemnifying party, its employees, agents from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

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Month-to-Month

# National/Long Distance Service Schedule

		Monthly Commitment Non Reoccurring Charg	es	<u>\$0.00</u> <u>\$0.00</u>
	a di su	Acceptance of Term:	Initial	
Intrastate	Interstate \$0.06	Off Shore Outbound +1	Puerto Rico	\$0.11 \$0.11

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1	Domestic	Inuastate	#0.0A	Outbound +1 Fuerto rado
1	the strateging 1+	\$0,06	\$0.06	Us Virgin Islands \$0.11
1	Qutbound 1+		\$0.06	the second se
1	Inbound 8xx	\$0.06	0.00	7443114 00 07
	7110-0-01-1-0			Hawaii \$0.07
		C-anda	\$0.05	
	International	Çanada		

			Ac	ceptance of Term:	Initial	
12 Months	Intrastate	Interstate		Off Shore	Puerto Rico	\$0.11
Domestic Outbound 1+	22.2.10	\$0.049		Outbound +1	US Virgin Islands	\$0.11
Inbound 8xx		\$0.049			Alaska Hawaii	\$0.51 \$0.07
International	Canada	\$0.05			Havvan	

International	Canada	φ <b>0.00</b>				and the second
	and the		Acci	eptance of Term:	Initial	
24 Months			ACC.	Off Shore		
	Intrastate	Interstate			Puerto Rico	\$0,11
Domestic	A DESCRIPTION OF THE RESIDENCE OF THE RE	\$0.440		Outbound +1		
Quibound 1+	\$0,440	\$0,440		(	JS Virgin Islands	\$0.51
inbound 8xx	\$0.440	407-TO			Alaska	00.07
		00.00			Hawaii	\$0.07
Internetional	Canada	\$0.05				

International			Acceptance of Term		(AW)
36 Months			Acceptance of Term		
Domestic	Intrastate	Interstate	Outhound +	1 Puerto Rico	
Outbound 1+	\$0.029	\$0.029		US Virgin Islands	\$0.11
Inbound 8xx	\$0.035	\$0.035		Alaska	\$0.51 \$0.07
Canada 8XX	\$0.13	\$0.13 \$0.05		Hawaii	JU.01
International	Çanada	\$0.00		AL 114	

1								
					D)//	Guam	N Mariana IS.	
	Calling Cards	and mental 118	AK& HI	PR&U		\$0.328	\$0.365	İ.
			\$0,423	\$0.17	9	A STREET, STRE	\$0.524	i
	Continental US	\$0.123	A REAL PROPERTY AND A REAL	\$0.62	25	\$0.487	\$0.399	į
1	AK & HI	\$0.490	\$0.625	\$0.4	2	\$0.362	the second se	ĺ
	Canadà	\$0.294	\$1,170	\$0.6		\$0.377	\$0.414	l
			\$0.575	\$0.0				
	PR & USVI	40-E11					1	

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of regulations are one to device the approximate and taking commercial age. Any other use may resolvent discontinuation of each call is rated in 6 service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 ervice. Outpound Long Distance is Commentar/Domestic and state-to-state calling only. Duration of each car is refer in second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state colling. Outpound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and Shore and international cars will vary opparing on destination country careo. Carring core rates are based upon origination and <u>Term</u>. Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckcyc-tolosystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com, They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and



**Telecommunications Master Service Agreement** 

Date Quote was generated on this date and is valid for 30 days

New Renewal Move/Transfer

Switched Local Services								
Switched Local Services	Mon	thly Unit	Qty	Mor	thly Total			
Essential Lines	\$	21.95	10	\$	219.50			
				\$	-			
				\$	-			
				\$	-			
				\$	-			
				\$	-			
Monthly Total/Switched				\$	-			
Monthly Total/Switched/Facility/Internet				\$	219.50			
Non Reoccurring Charges				\$	-			

Schedule		Term
Switched Local Servic	es	36 Month
Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services		
Internet Services		

Signature by both parties on this document constitutes a service order in accordance

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#### Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be usererar: The service is runnished on the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier business entity. than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, or equipment que to causes not reasonably within its control, including but not influence to caus or dou, ine, nood, expression, or other dataset opries, any fair, order, regulation, and action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

party.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay: A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
 A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
 (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

(C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus

(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term. Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

equipment. Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a defress to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. communications, except that the company may designate a separate address on each off for service to which the customer shart man of hand deriver payment of that bit. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and charms: whill respect to any service or lacting provided by the company, each party shall indemnity, and detend the other party from all claims, actions, damages, labolities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of rinjury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or Intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within Opecial Flovisions. (1) Duckeye Leccystem a responsibility, other than specified meterin, is to provide vote, other and video services to customer point and read and share on the services of disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured Equipment or any part thereof. within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local nazaroous substances: Customen cerules unat it is not aware on the presence of any aspessos of other nazaroous substance (as denied by any appricable state, lettera, local hazaroous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the premise to ensure that exposure uses not exceed the lowest exposure limit for the protection of the workers. Buckeye in a superior performance obligations under this Agreement shall be extended removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detraction or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detraction reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.

# Schedule 2: National Switched Voice Services 36 Month Agreement

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
		\$0.029	Outbound +1	Puerto Rico	\$0.11
Outbound 1+		+ -	0000	US Virgin Islands	\$0.11
Inbound 8xx	\$0.035	\$0.035		Alaska	
				Hawaii	\$0.07
International	Canada	\$0.05		nawan	φ0.07
micriationa					

Calling Cards		AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
the second se	Continental US	\$0.423	\$0.179	\$0.328	\$0.365
Continental US			\$0.625	\$0.487	\$0.524
<u>AK &amp; HI</u>	\$0.490	\$0.625		\$0.362	\$0,399
Canada	\$0.294	\$1.170	\$0.412	\$0.377	\$0.414
PR & USV	\$0.211	\$0.575	\$0.679	\$0.377	φ0

Monthly Commitment	\$0.00
Non Reoccurring Charges	<u>\$0.00</u>



Retall Master Service Agreement Small Business Service Schedulo

Activity	Telephone Number	Type of Service		Rate	Addi Features	PIC	L	D Rate	Hunting	LNP
Install		Essential Package	5	23.95		5724	S	0,029	Y	
Install		Essential Package	\$	28.95	and a second	5724	5	0.029	Y	
Install		Essential Package	5	23,95	Fax	5724	S	0,029	N	
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	<u> </u>					<u> </u>				
Toll Fre	Cable TV: <u>No</u> e Number: RTN:	New Existing	•		Yellow Page Headen Travel Card: Print Name on Card: # of Cards	. 🗌 Yes 🗹 N	þ			
Order Deta	il/Notes;									
Installation	of local phone service (	\$250,00) is walved; ins	talle	dion does	not cover inside wirin	g and phone	) jac	<u>49.</u>		
Installation	of 12.0 BEX Internet ser	rvice (\$119.00) is weive	sd; I	outer is ci	latomer provided.				11-a	
Essential li	nes include hunting feat	are, caller id with name	1 08	il forward	variable and 6000 mil	10125 OF 105		nge per	line,	
Reserved r	umbers guaranteed whi	an installed; service rer	iew)	s on an an	nual dasis; nouned o	viener prior	TO P	snewal (	310.	
Deles sha	ra do πot include manda	ion Federal and State	to Ye	e and sur	oharnaa.		_			
rages abou	A ON HOL HOUDE HISTOR	INIT I COULDE BUIL OTHIN	CHINE I	W MITH WW	-itel gan					
		Ce	ntr	act Term	24 Months		$\square$	\$250.00	Installation Fe	a Waived

every determined of the decision on behavior of the creations, and approving behavior by them. Customer may also request a fact copy of the Retail Master, Small Eleatence Sufficients and Cardiffers and Electron Express Acceptable Use Policy by calling (418) 734-8888. Customer is also approved to the movie of the creations, and approved to be bound by them. Customer may also request a fact copy of the Retail Master, Small Eleatence Sufficients and Cardiffers and Electron Express Acceptable Use Policy by calling (418) 734-8888. Customer is also approved pro ten move, or permit to be moved, any Electron Educations can be and cardiffers and Electron Electron Electron expression of the vector entry to be moved any electron expression and cardiffers and Electron electro

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#### Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tartiffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus

(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Customer and address to which the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or hand deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications required to be given pursuant to the tariff will be in writing. Notices and other communications, of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encourter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance. Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance. Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance. Customer agrees to take all necessary steps, at its own expense, buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminates. Customer's hall reimburse Buckeye for expenses incurred in performing this Agreement until thermination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Telecommunications Master Service Agreement

1 New Rene Move/Transfer

4

Tax Exempt? No Build Required? Yes

Date Quote was generated on this date and is valid for 30 days

Customer Svc Address Floor	Bill Name Sec Bill Name Bill Address		
City/State	FIr/Room City/State Zip		
Customer Contact	Billing Contact Contact Tel #	t	

Monthly Total Monthly Unit Qty Switched Local Services \$ 241.45 \$ 21.95 11 Essential Lines 241.45 \$ Monthly Total/Switched 381.44 \$ Monthly Total/Switched/Facility/Internet Waived Non Reoccurring Charges

		and the second	_
Schedulə		Term 36 Month	
Switched Local Service	es	20 MOUTU	
Additional Schedules	Attach	Term	
National Services	X	36 Month	
Facility Services	X	36 Month	
Internet Services	X	36 Month	

#### Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term term of Agreement. Outdomer agrees to a minimum term tengun and service type as installed in the addition outdomer controlled by discrete fellosystem (515), begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, comporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

Information renaries: Cancellation or Service by the Customer; If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service Interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay: A) All Non-Recurring Charges reasonably expended by Company to establish service to customer, plus (A) All Non-Recurring Charges reasonably expended by Company to establish service to customer, plus

A) All Non-Recentling Charges reasonably expended by Company to Stationary and real to the Content of parties by Company on behalf of Customer, plus
 (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus

(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unerforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided; however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the screenent is a valid and binding obligation and recent against it is accordance with the terms of the agreement terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, and the Service Order an address to which the Customer shall mail or deliver all notices and other communications, and the Service Order an address to which the Customer shall mail or deliver all notices and other communications, and the Service Order and address to which the Customer shall mail or deliver all notices and other communications, and the Service Order and address to which the Customer shall mail or deliver all notices and other communications, and the Service Order and address to which the Customer shall mail or deliver all notices and other communications, and the Service Order and Service Order an be many or delivered electronically. The company shall designate of the Generic Order an address to which the Customer shall mell or band deliver payment on that bill, Arrangements also can be made except that the Company may designate a separate address on each bill for service to which the Customer shall mell or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications or creation eact or electronic variance or pays and, can reace or other communications requires to the other party on the third business day following deposit of the notice, communication, of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' tests for (A) any loss, destruction, or damage to property of the indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agents, and extend the loss destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agents, and the indemnifying party into the indemnifying party into the indemnifying party in the second to the indemnifying party in the second to the indemnifying party into the indemnifying party in the second to the indemnifying party into the indemnifying party in the second to the indemnifying party independent of the indemnifying party in the second to the indemnifying party independent of the indemnifying party independent of the independent of examine the loss, or success, or invitees; and (B) infingement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its farifi rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway suthorities, public telecommunications operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part theorem. thereof,

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured perseur: it earlier party tans to perform any matchan opigation while one operation of violated any matchan term of control of the operation o

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any meterial term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting

Hazardous Substances: Customer cartifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance during this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apperatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material attention to the Buckeye Network physical interface or protocol used by the Customer in using Services.



Schedule 2: National Switched Voice Services 36 Month Agreement

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
	\$0.035	\$0.035		US Virgin Islands	\$0.11
Inbound 8xx		\$0.13		Alaska	\$0.51
Canada 8XX	\$0.13		<u> </u>	Hawali	\$0.07
International	Canada	\$0.05		( idwaii	<del></del>

Calling Cards					
From: / To:	Continental US	<u>AK&amp; HI</u>	PR & USVI	Guam	<u>N Mariana IS.</u>
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
		\$0.625	\$0.625	\$0.487	\$0.524
<u>AK &amp; HI</u>		\$1.170	\$0,412	\$0.362	\$0.399
Canada	The second se		\$0.679	\$0.377	\$0,414
PR & USVI	\$0.211	\$0.575	\$0.019		

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer	
Syc Address	A second
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

Date

\*\*\*\*\*\*

Quote was generated on this date and is valid for 30 days

Customer		· · · · · · · · · · · · · · · · · · ·	Bill Name	
Svc Address Floor City/State		, 	Sec Bill Name Bill Address Flr/Room	· · · · · · · ·
Zip			City/State Zip	
Customer Cor Contact Tel #	ntact		Billing Contact	

Tax Exempt? <u>No</u> Build Required? <u>No</u>

New

Move/Transfer

Renewal  $\overline{\mathbf{v}}$ 

Switched Local Services	Mon	thly Unit	Qty	Mo	nthly Total
Essential Line	\$	21.95	3	\$	65.85
Monthly Total/Switched			····.	\$	87.80
Monthly Total/Switched/Facility				\$	342.80
Non Reoccurring Charges					Waived

Switched Local Services		Term 36 Month
dditional Schedules	Attach	Term
National Services	X	36 Month
Facility Services	X	36 Month
Internet Services		

5

#### Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

overning Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus

(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company shall designate on the Service order an address to which the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement rorce majeure: reliver party shar be hadre to the outer for any loss of damage which may be suffered by the outer party, or for any failure to perform the objectivity and the regression of the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lighthing or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local Hazardous substances: Customer certities that it is not aware or the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to fest the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer shall reintivers or contain the hazardous substance shall embutes. Buckeye to terminates. Customer shall reintivers Buckeye to remove a containt the aspect to the delay to the pression of the veneses incurred in partoming this Agreement until termination. Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



# Schedule 2: National Switched Voice Services

36 Month Agreement \_\_\_\_ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
	Continental US	AK& HI	PR & USVI	<u>Guam</u>	<u>N Mariana IS.</u>
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
		\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI		\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer Svc Address Floor City/State Zip




New Renewal IP Upgrade Move/Transfer

Date Quote was generated on this date and is valid for 30 days

Customer Svc Address Floor City/State Zip	Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip	
Customer Contact Contact Tel #		Tax Exempt? <u>No</u> ild Required? No

Switched Local Services	Moi	nthly Unit	Qty	Мо	nthly Total
ISDN PRI Package/Voice/Flat Rat (included)	\$	415.00	1	\$	415.00
DS-1 Link (transport for PRI)	\$	180.00	1	\$	180.00
Essential Line	\$	21.95	8	\$	175.60
Monthly Total/Switched				\$	770.60
Monthly Total/Switched/Facility/Internet				\$.	1,575.60
Non Reoccurring Charges					Waived

Schedule		Term
Switched Local Servic	xes 🛛	36 Month
Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services	X	36 Month
Internet Services	X	36 Month

6

#### Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
 (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

(C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus

(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party.

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lighthing or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: if either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



# Schedule 2: National Switched Voice Services

36 Month Agreement \_\_\_\_\_ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	<u>AK&amp; HI</u>	PR & USVI	<u>Guam</u>	<u>N Mariana IS.</u>
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	•	\$0.00
Non Recurring Charges		<u>\$0.00</u>

Customer	×
Svc Address	
Floor	t
City/State	
Zip	

TeleSystem
Retail Master Service Agreement

Date <u>`</u>

Bill Name		· .	
Sec Bill Name			
Bill Address		· ':	
Flr/Room_			
City/State		·····	
Zip_	7 .	,	

Billing Contact \_\_\_\_\_\_

Sales Rep \_\_\_\_\_

Tax Exempt: No

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Schedule	Attached	Term
Switched Local Services	x	12 Months
National/Long Distance Services	x	12 Months
Facility Transport and Lease Space Services		
Internet Access Services		

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s).

Facismile/Scanned signatures and initials shall be sufficient to bind parties to the agreement and schedules.



#### Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized	Service is to be solely consumed by the commercial business (end user) and is not for resale.
Dedicated	Long Distance Service provided via a Special Access Circuit.
Demarcation	Point at which the service provider network ends and connects with the wiring/distribution at the customer premise
FX	Foreign Exchange is a number foreign to a central office and is not provided E-911 service.
	Commercial Business Line or Digital/Basic Rate Interface Line level service
Master Service Agreement	Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Emergency Contacts, and Telephone Number Directory Information.
Monthly Recurring Charges	Monthly Charge for Service
MTSS	Minimum Telephone Service Standards as defined by State Regulatory Commissions
Non-Recurring Charges	One-Time Charge for Service
POP	Point-of-Presence for Interexchange Carrier Services
Schedule(s)	Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and additional Terms and Conditions of the Agreement.
<u>Service(s)</u>	Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN Extension.
Service Equipment	Any company provided equipment for the purpose of providing service.
Service Order	Physical document that describes the services purchase <u>d</u> and to be billed to customer.
<u>SPAM</u>	Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
<u>SPIT</u>	Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.
Special Access	Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.
Station	Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service
Switched	Long Distance Service provided in conjunction with Local Voice Service
Switch-less	Long Distance Service provided without Local Voice Service
Trunk	Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

<u>General</u>: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

<u>Governing Law:</u> This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

<u>Non-Disclosure</u>: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

<u>Charges & Payment</u>: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

<u>Termination Liability</u>: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

(A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus

(C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus

(D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

Demarcations: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

<u>Notice</u>: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

<u>Claims</u>: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.

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Customer			· · · · ·	
Svc Address	• •		: Ą	
Floor				
City/State	13.	:		
Zip	,			
Build Required?	No			

Contract Type	New		
Term of Agreement			

Acceptance of Term \_\_\_\_\_ (initial)

Customer Contact

Contact Tel #

Service	Qty		MRC		Total	NRC
Essential Lines	13	\$	25.95	\$	337.35	Waived
Port 11 lines as 419.867.1001				\$	-	Waived
Port 419.897.1678,-2690,-2691				\$	-	Waived
Essential lines include 5000 minutes of local usage,						
call forward variable, caller id with name and line				. <u> </u>		
hunting feature.						
		1.1.1.1.1	an a	· • • • • • • •	211	eletter all more an and an officer and an
Monthly Total		<u> </u>		\$	337.35	Waived
	4			\$	-	

<u>Service</u>: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local <u>Term</u>: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multiver year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS.

This paragraph is not a warranty. E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.



# National/Long Distance Service Schedule

Customer	a the second				
	- Sigilan v	•		Contract Type	New
Floor		······································	_	of Agreement	
			Term	of Agreement	12 10011013
City/State		·····	<u></u>		
Zip					
Customer Contrat	. ,				
Customer Contact			-		, <b>6</b> 0.00
Contact Tel #			Monthly Commitme		\$0.00
			Non Reoccurring Ch	larges	<u>\$0.00</u>
Month-to-Month			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.06	\$0.06	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.06	\$0.06		Us Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07
12 Months			Acceptance of Term:	Initial	()
Domestic	Intrastate	Interstate	Off Shore	inuai	
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		JS Virgin Islands	
Canada 8XX	\$0.130	\$0,130		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07
					ţ.
24 Months			Acceptance of Term:	Initial	
<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.440	\$0.440	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.440	\$0.440		JS Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07
36 Months			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore	Innuar	
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		JS Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07
Calling Cards					
From: / To:		<u>AK&amp; HI</u>	PR & USVI	<u>Guam</u>	<u>N Mariana IS.</u>
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK &amp; HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362 \$0.377	\$0.399 \$0.414
PR & USVI	\$0.211	\$0.575	\$0.079	φ0.377	φ0.4 <i>1</i> 4
services, and Long regulations are offered fo Outbound Long Distance increments. Inbound To International calls will vo <u>Term:</u> Customer agree the service installation of in a multi-year agreem	Haul Data Transport or authorized, reasona be is Continental/Dom oll Free Long Distance ary depending on des to a minimum term late, which shall also ent with respect to ea owner agrees to pay B	services as defined able and lawful com estic in-state and s e is Continental/Dor tination/country call ("Term") for each S be the billing date. ich Service, the Cus TS the then applica	ch-less, Dedicated, Calling C d in PUCO No. 4, MPSC No. mercial use. Any other use r tate-to-state calling only. Dur mestic in-state and state-to-s led. Calling card rates are b Service listed in the Schedule If, following the completion of stomer transitions to a month ble Monthly Recurring Charg to provide Service to the Cu	1-R and 1-U, and may result in discor- ration of each call is state calling. Outboo ased upon originat b. The Term begins of the initial Term on h-to-month agreem ges for Services an	FCC rules and htinuance of service. s rated in 6 second und Off-Shore and ion and termination s immediately upon r any renewal Term ent for any reason

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.



Telecommunications Master Service Agreement

Nev	N	
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Quote was generated on this date and is valid for 30 days

Date

Renew Move/Transfer

Customer	••	Bill Name	and a second s
Svc Address		- Sec Bill Name	tere sources a
Floor		- Bill Address	a it is in
City/State	the second second	Fir/Room	<u>ahhh</u>
Zip	(* *	- City/State	
		Zip	1122
Customer Contac Contact Tel #	t	Billing Contact Contact Tel #	
			Tax Exempt? <u>No</u>

Build Required? No

Switched Local Services	Mon	thly Unit	Qty	Mor	nthly Total
Essential Line	\$	21.95	8	\$	175.60
Monthly Total/Switched				\$	175.60
Monthly Total/Switched/Facility				\$	430.60
Non Reoccurring Charges					Waived

Schedule Switched Local Servic	ces	Term 36 Month
Additional Schedules	Attach	Term
National Services		36 Month
Facility Šervices	X	36 Month
Internet Services		

#### Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

### Termination Penalties: Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
 (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

(C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
 (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it for the full event of the ful has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Notice: The customer may choose to have notices and bills delivered via U.S Mall, in person, or electronically. The Customer shall designate on the Service order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or hand deliver all notices and other communications, except that the Customer shall mail or hand deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents nazardous waste of environmental law of regulation at any site where buckeys is to part in our sources and or hyperbolic and any site where buckeys is to part in our or out and the aspesso or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment: and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



# Schedule 2: National Switched Voice Services

36 Month Agreement \_\_\_\_ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	<u>N Mariana IS.</u>
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI		\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer		
Svc Address		
Floor	-	
City/State	Con a Cirs	
Zip		



New	
Renewal	$\checkmark$
Move/Transfer	

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Date Quote was generated on this date and is valid for 30 days

Customer Svc Address Floor City/State Zip	Bill Name     Sec Bill Name       Bill Address       Flr/Room       City/State       Zip
Customer Contact	Billing Contact
u.''	Tax Exempt? No Build Required? No

Monthly Total Monthly Unit Qty Switched Local Services \$ 329.25 21.95 15 \$ Essential Line 329.25 \$ Monthly Total/Switched Waived Non Reoccurring Charges

Schedule Switched Local Services	S	Term 36 Month
Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services		
Internet Services		

#### Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

verning Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes or the acts or officiation or negligence or the company s employees or agents. The company sharmore realize or any delay or tailine or performance of equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service In a customer terminates services at the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay: A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

(C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate Notice: the customer may choose to have notices and bills delivered via 0.5 Mall, in person, or electronically. The Customer shall designate a separate address to which the company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company shall deliver all notices and other communications, except that the Customer an address to which the Customer shall mail or deliver all notices and other communications, except that the Customer and address to which the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property fight of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such . information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any landle to perform its obligations under the Agreentent to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lighthing or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous substances, customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance. encounter any sourn substance, customer agrees to take an necessary steps, at its own expense, to remove or contain the ascessos or other nazaroous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal premise to ensure that exposure uses not exceed the lowest exposure limit for the protection of the workets. Duckeye may suspend performance drive this Agreement shall be extended for the delay or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of racines and equipment. The customer shall provide at all littles solitable secure accommodation, assistance, racines, and environmental containers on the instantion and modeling Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that service equipment, and an necessary electrical power supplies and other installations and multiple and for the commissioning and provision or service. The customer shall assure such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



## Schedule 2: National Switched Voice Services

36 Month Agreement (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
	<b>Continental US</b>	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI		\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI		\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer	
Svc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement

New \_\_\_\_\_ Renewal 🗸 Move/Transfer \_\_\_\_

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Quote was generated on this date and is valid for 30 days

Date

Customer Svc Address Floor City/State Zip		Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip	
Customer Cor Contact Tel #	ntact	Billing Contact Contact Tel #	

Tax Exempt? No
Build Required? No

Switched Local Services	Mor	Monthly Unit		Mon	Monthly Total	
Business Line/Message Rate*	\$	17.50	3	\$	52.50	
Voicemail	\$	4.75	1	\$	4.75	
*Message Rate billed at \$0.07 per call				_		
				\$	57.25	
Monthly Total/Switched					51.25	
Non Reoccurring Charges					Waived	

Switched Local Services Additional Schedules Attach		Term 36 Month
		Term
National Services	X	36 Month
Facility Services		
Internet Services		

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company Limitation or Liability: The Company will not be liable for any indirect, incloental, special, consequential, exemplary, or punitive damages to the customer as a result or any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or the state state and local governments having or claiming jurisdiction over the Company, or of any department or function of the company is the state s agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

(C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
 (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it for full ended to the service of th has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or delivered and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or ornission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the encounter any such substance, customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other nazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Facilities and Equipment. The customer shall provide at all unles suitable secure accommodation, assistance, recurrings, and environmental conducts to the installation and industry as a secure equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



# Schedule 2: National Switched Voice Services 36 Month Agreement \_\_\_\_\_(initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawali	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	<u>N Mariana IS.</u>
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI		\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI		\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer	· · · ·					
Svc Address						
Floor						
City/State						
Zip	C. And					



**Telecommunications Master Service Agreement** 

Date

Quote was generated on this date and is valid for 30 days

Customer		Bill Name	· · ·
Svc Address		Sec Bill Name	
Floor		Bill Address	. **•
City/State		Flr/Room	
Zip		City/State	1
		Zip	
		٩	
Customer Cor	ntact	Billing Contact	

Contact Tel #

Customer Contact Contact Tel #

.....

....

Tax Exempt? <u>No</u> Build Required? <u>No</u>

New 🗸 Renewal 🗌

Move/Transfer

Switched Local Services	Mon	thly Unit	Qty	Mor	nthly Total
Business Line/Measured*	\$	17.50	19	\$	332.50
*Measured rate billed @ \$.01 per min.			<u></u>		
Monthly Total/Switched				\$	332.50
Monthly Total/Switched/Facility/Internet				\$	737.50
Non Reoccurring Charges					Waived

Schedule Switched Local Servic	xes	Term 36 Month
Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services	X	36 Month
Internet Services	X	36 Month

11

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; nots; wars; unavailability of rights-of-way.

### Termination Penalties: Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service in a customer communices or vices at the above service available before the completion or the initial relim or any subsequent relevant terms in any reason whatsee interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay.

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

(C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it for fully and professional manner and warrants that it for fully and professional manner and warrants that it for the services of the servi has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be malled or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and Channels, while respect to any service or facing provided by the company, each party shall industry, and contrained to company, and contrained to contrained to company, and contrained representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent used by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise encounter any such substance, outcome agrees to take an necessary steps, at its own expense, to remove or contain the aspessory of our inazarous substance and to technic and provide the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



## Schedule 2: National Switched Voice Services

36 Month Agreement \_\_\_\_\_ (initial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.025	\$0.025	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
	Canada	\$0.05		Hawaii	\$0.07
International	Canada	φ0.00			

Calling Cards					
	Continental US	AK& HI	PR & USVI	<u>Guam</u>	<u>N Mariana IS.</u>
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI		\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI		\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	\$0.00
Non Recurring Charges	<u>\$0.00</u>

Customer	
Svc Address	
Floor	
City/State	
Zip	



 Date
 Renewal

 Quote was generated on this date and is valid for 30 days
 Move/Transfer

Customer Svc Address		Bill Name Sec Bill Name	
Floor		Bill Address	_
City/State		Fir/Room	
Zip		City/State	
	·	Zip	
Customer Con	tact /	Billing Contact	
Contact Tel #	51	Contact Tel #	

Tax Exempt? No Build Required? No

Monthly Unit Monthly Total Qty Switched Local Services 21.95 131.70 6 \$ \$ Essential Lines 131.70 \$ Monthly Total/Switched Waived Non Reoccurring Charges **Customer Acquisition Credit-One Time Credit** (\$131.70) 3 (\$395.10)

Schedule		Term
Switched Local Servic	xes 🛛	36 Month
Additional Schedules	Attach	Term
National Services	X	36 Month
Facility Services		
Internet Services		

12

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and jawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, examplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or egents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent ranewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay: A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

(B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus (C) The provate portion of a Retention incentive Offer provided by Company to Customer, plus

(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term

Severability: In the event that one or more of the provisions herein shall for any reason be held to be lilegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Content shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying Party.

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its farifi rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosed with experimental by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majoure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway subhorities, public telecommunications operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

Default: It either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeys is to perform services under this Agreement. If during such performance Buckeys employees or agents ancounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeys employees and performance under this Agreement wither encode or containment has been completed and approved by the appropriate governmental agency and Buckeyse. Parformance bulgations under this Agreement without further liability. If Buckeys to terminates, Customer shall reinburse failure to remove or contain the hazardous substance for the terminate the Buckeys to terminate this Agreement without further liability. If Buckeys to terminate formation.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



## Schodule 2: National Switched V dee Services 36 Manih Agreement

The Access Type and Bavics designated rolling periods in according to will be india and will be Federal Correct Commission and the Pader Utilize Commission of Chie.

Domedio	irte materie	Intervisio	Of Shore		
Outbound 1+	\$0.029	\$0.020	Outbound +1	Puerte Rico	\$0.11
inipound floor	\$0.056	\$0.035		US Virgin Islands	\$0.11
Canada BOX	80.13	\$0.13		Aleaka	\$0.51
in the second second	Carneda	\$0.05		Historial	\$0.07

c.					
Calling Cards				,	
. Prote: / To:	Configental UR	AKEH	PRAUEM	: Gunne	M Mariana IS.
Continuentil	\$0.123	\$0.423	\$0,179	\$0.228	\$0.365
AKAM	\$0,490	\$0.625	\$0.625	\$0.467	\$0.524
Cainda	\$0.294	\$1.170	\$0.412	\$0.352	· \$0.399
PRAUM	. \$0.211	\$0.575	\$0.879	\$0.577	\$0.414

Monthly Considerant Non Recurring Charges

7

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\$

20.00 \$0.00

Customet Svc Address Floor Clig/State Zip

.....



New 🔲 Renewal 🗹 Move/Transfer

13,

Quote was generated on this date and is valid for 30 days

Date

Customer Svc Address Floor City/State Zip	Bill Name Sec Bill Name Bill Address Flr/Room City/State Zip
Customer Confact	Billing Contac

ntact 1#

Tax Exempt? No Build Required? No

Switched Local Services	Monthly Unit		Qty	Monthly Total	
Essential Lines	\$	19.95	5	\$	99.75
	·				
Monthly Total/Switched				\$	99.75
Monthly Total/Switched/Facility/Internet				\$	99.75
Non Reoccurring Charges				V	Vaived

Schedule Switched Local Servio	ces	Term 60 Month
Additional Schedules	Attach	Term
National Services		
Facility Services		
Internet Services		

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) dats. If Customer following the completion of the Initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company semployees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other causets end year, regulation, direction, action, action, action, action active to the build of the company service and active act or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; Insurrections; riots; wars; unavailability of rights-of-way.

### Termination Penalties: Cancellation of Service by the Customer:

termination remaines: Cancellation or Service by the Customer: If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay: A) All Non-Rescuring Charges reasonably expended by Company to establish service to Customer, plus (B) Any disconnaction, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus (C) The profile provide particle agrees due to the Company to the Customer plus (D) The full mount of mountain charges there are due to the Company to the Customer bed the contract on to term

(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions harein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeys warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE HITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer such represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the average and its a valid and binding obligation enforceable against it in accordance with the terms of the average and its a valid and binding obligation enforceable against it in accordance with the terms of the average and its avail and binding obligation enforceable against its accordance with the terms of the average and its avail and binding obligation enforceable against its accordance with the terms of the average and its avail and binding obligation enforceable against its accordance with the terms of the average and the average and the second binding obligation enforceable against its accordance with the terms of the average and the average and the average and the terms of the average and the aver terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bilis delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Note: The customer may choose to have notices and other communications, except that the Customer may also designate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate address to which the customer shall mail or deliver all notices and other communications, except that the Customer shall be realized address to which the Customer shall mail or deliver all notices and other communications, except that the Customer shall be realized address to which the Customer shall mail or deliver all notices and other communications, except that the Customer shall be realized address to which the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, or induced by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, extent the loss, destruction, or invite extent the loss, destructions, or invite extent of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent the loss of invites and the indemnifying Party, its employees, agents, representatives, or invites; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosed. Where disclosed by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or demage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, tock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party faits to perform any material obligation within this Agreament or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local Hazardous Substances: Customer centries that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, isdara), local hazardous waste or environmental law or regulation) at any site where Buckeys is to perform services under this Agreement. If during such performance Buckeys employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeys may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeys. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeys to terminate this Agreement without further liability. If Buckeys to terminate this Agreement until further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications that the service Equipment are installed at the Sites and in accordance with the specifications of the customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications of the customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications of the customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications of the customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications of the customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications of the customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications of the customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications of the customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications of the service Equipment are installed at the Sites and in accordance with the service expected at the Sites and the service expected at the Sites and the service expected at the Sites and the service expected at the Sites at the Sites and the service expected at the Sites at the Sites at the service expected at the Sites at the Sites at the Site expected at the Site provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical Interface or protocol used by the Customer In using Services.



Telecommunications Master Service Agreement

### New Renewal 🗸 Move/Transfer

Date Quote was generated on this date and is valid for 30 days

Customer	
Svc Address	· · · · · · · · · · · · · · · · · · ·
Floor	
City/State	
Zip	

Bill Name	and the second second
Sec Bill Name	
Bill Address	
Fir/Room	
City/State	
Zip	

**Customer Contact** Contact Tel #

Billing Contact Contact Tel #

-

Tax Exempt? No Build Required? No

Switched Local Services	Mo	nthly Unit	Qty	Mo	nthly Total
ISDN PRI Pkg/Voice/Flat*	\$	395.95	1	\$	395.95
DS-1 Link (Transport for PRI)	\$	180.00	1	\$	180.00
Essential Lines	\$	19.95	3	\$	59.85
Laseman Linco					
Monthly Total/Switched				\$	635.80
Monthly Total/Switched/Facility/Internet				\$	1,184,75
Non Reoccurring Charges	,				Waived

Schedule Switched Local Servic	ces .	Term 60 Month
Additional Schedules	Attach	Term
National Services		
Facility Services	X	60 Month
Internet Services	X	60 Month

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's husiness entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company Limitation or Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or purture damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; rist; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer.

It a Customer terminates services at the above service use used to be address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay: A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

An involve counting charges reasonably expended by Company to establish service to Customer, plus
 (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus

(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or Interruptions caused by the Customer or Customer's equipment.

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Notice: The customer may choose to have notices and bills delivered via U.S Mall, in person, or electronicatly. The Customer shall designate on the Service Order an appropriate address Notice: The customer may choose to have notices and bills delivered via U.S Mall, in person, or electronically. The Customer shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the service of the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service of the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service of the company shall designate a separate address to which the Customer shall mail or deliver and notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within Special Provisions: (1) Buckeye relesystem is responsioning, other than special relative relation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement rorce majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or to any lattice to perform its outgations driver us objective into any loss or damage which may be suffered by the other party, or to any lattice to perform its outgations driver us objective into any loss or damage which may be suffered by the other party, or to any lattice to perform its outgations driver us objective into any loss or damage which may be suffered by the other party, or to any lattice to perform its outgations driver us objective into any loss or damage which may be suffered by the other barry of the other than the objective into any loss or damage which may be suffered by the other barry of the other than the objective or shortage to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications of the objective objective of the objective objective of the objective ob operators or other competent authority, war, military operations, or rlot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local Hazardous Substances: Customer certifies that it is not aware or the presence or any aspessos or other hazardous substance (as defined by any applicable start, redart, redart, hocar hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If purpose to removal, customer's failure to remove or contain the hazardous substance shall entitie Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approvat: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance nd/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of reciptues and equipment, the descence shall provide at an unce source accommodation, assistance, radines, and environmental contacts to the installation and notsing Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.



New Renewal 📝 IP Upgrade

Move/Transfer

Quote was generated on this date and Is valid for 30 days

Date

Customer Svc Address		Bill Sec Bill
Floor City/State Zip		Fir/i City
en fa		Zip
Customer Co	ntact	Billi

II Name ec Bill Name II Address r/Room	
ity/State	
þ	

Contact Tel #

Billing Contact Contact Tel #

Tax Exempt? <u>No</u> Build Required? <u>No</u>

Mo	nthly Unit	Qty	Mo	nthly Total
\$	395.00	2	\$	790.00
\$	180.00	2	\$	360.00
			- \$	1,150.00
		· ·	\$	1,867.99
			+	Waived
	Mol \$ \$ 		\$ 395.00 2	\$ 395.00     2     \$       \$ 180.00     2     \$

Schedule		Term	
Switched Local Services		36 Month	
Additional Schedules	Attach	Term	
National Services			
Facility Services	X	36 Month	
Internet Services	X	36 Month	

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

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Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to its acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

### Termination Penalties: Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

Interruption (as demined when the applicable term), or it a consider moves to another service address that company cannot service the descriptions (A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

(C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus

(D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's equipment.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2) The information contained herein is confidential and proprietary and should not be disclosed. Where disclosed. Where discloser is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information.

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using Services.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/30/2008 1:41:58 PM

in

Case No(s). 08-1017-TP-CTR

Summary: Contracts Approval of 30 Contracts Part I electronically filed by Stephen M Howard on behalf of Buckeye Telesystem, Inc.